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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 CHANEL, INC., a New York
12 corporation,

13 Plaintiff,

14 v.

15 THE GOOD FASTENER LLC, a
16 California limited liability company;
CHERI LIU, a California individual; and
JUSTIN OH, a California individual,


17 Defendants.

Case No. 2:23-cv-6264-MRA-AGR

**STIPULATED PERMANENT
INJUNCTION**

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19 IT IS HEREBY STIPULATED by and between plaintiff Chanel, Inc., a New
20 York corporation (“Chanel”), and defendants The Good Fastener LLC (“Good
21 Fastener”), Cheri Liu, and Justin Oh (collectively, “Defendants”), that a Permanent
22 Injunction shall be entered to fully and finally dispose of this action and that the
23 Permanent Injunction be as follows:

24 WHEREAS, Chanel offers for sale and sells goods and services under the
25 CHANEL mark, the CC monogram mark, and other marks related to or derived
26 therefrom (the “CHANEL Marks”) and, consequently, owns common law rights in
27 and federal registrations of the following CHANEL Marks:
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<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods</u>
CHANEL	626,035	May 1, 1956	Women's handbags
CHANEL	902,190	November 10, 1970	Bracelets, pins and earrings
CC Monogram	1,314,511	January 15, 1985	Leather goods namely, handbags
CHANEL	1,347,677	July 9, 1985	Leather goods namely, handbags
CC Monogram	1,501,898	August 30, 1988	Costume jewelry
CHANEL	1,733,051	November 17, 1992	Leather goods namely, handbags, wallets, travel bags, luggage, business and credit card cases, change purses, tote bags, cosmetic bags sold empty, and garment bags for travel
CC Monogram	1,734,822	November 24, 1992	Leather goods namely, handbags, wallets, travel bags, luggage, business card cases, change purses, tote bags, and cosmetic bags sold empty
CC and Design	3,025,934	Dec. 13, 2005	Handbags
	2,382,784	September 5, 2000	Perfume, eau de parfum

1 WHEREAS, Defendants design, distribute, and sell jewelry and other items
2 that use or incorporate materials or components bearing the CHANEL Marks or
3 Chanel materials or components without Chanel's authorization;

4 WHEREAS, Defendants display, advertise, and promote these items on the
5 internet, including, but not limited to, on the websites on
6 <https://thegoodfastener.com> and <https://hourlygood.com> and the Instagram account
7 @goodfastener;

8 WHEREAS, on August 2, 2023, Chanel filed this action against Defendants
9 seeking damages and injunctive relief for trademark infringement in violation of 15
10 U.S.C. § 1114, false designation of origin in violation of 15 U.S.C. § 1125(a),
11 trademark dilution in violation of 15 U.S.C. § 1125(c), common law trademark
12 infringement, and unfair competition in violation of Cal. Bus. & Prof. Code §§
13 17200, *et seq.*;

14 WHEREAS, the parties have agreed to resolve this action by stipulating to the
15 terms of Permanent Injunction set forth herein and, further, agree to be bound by the
16 terms of Permanent Injunction set forth herein regardless of whether and to what
17 extent the Court includes each of the terms in its Permanent Injunction based
18 hereon;

19 WHEREAS, the parties represent and warrant that they have not assigned,
20 transferred, or encumbered any of the intellectual property identified or claims
21 addressed in this Permanent Injunction;

22 WHEREAS, this Court has jurisdiction over the subject matter of this
23 controversy pursuant to 28 U.S.C. §§ 1331 and 1338(a) and (b), and § 1367, and 15
24 U.S.C. § 1121;

25 THE COURT HEREBY ORDERS, ADJUDGES AND DECREES:

26 1. Permanent Injunction – Intellectual Property. Defendants and, as
27 applicable, their officers, agents, servants, directors, employees, partners, affiliated
28 companies, representatives, assigns, successors, related companies, and attorneys,

1 and all persons in active concert or participation with Defendants or with any of the
2 foregoing who receive notice of this Permanent Injunction by personal service of
3 otherwise, including, but not limited to, Hourly Good LLC, be permanently enjoined
4 from:

5 a. Manufacturing, transporting, promoting, importing, advertising,
6 publicizing, displaying (including, but not limited to, posting to the internet, any
7 website, or any social media account), distributing, offering for sale, or selling any
8 items, goods, or services bearing or under the CHANEL Marks, or any other mark,
9 name, symbol, or logo which is likely to cause confusion or to cause mistake or to
10 deceive persons into the erroneous belief that any items, goods, or services that
11 Defendants caused to enter the stream of commerce or any of Defendants'
12 commercial activities are sponsored or licensed by Chanel, are authorized by
13 Chanel, or are connected or affiliated in some way with Chanel or the CHANEL
14 Marks;

15 b. Manufacturing, transporting, promoting, importing, advertising,
16 publicizing, distributing, offering for sale, or selling any items, goods, or services
17 offered under the CHANEL Marks, or any other mark, name, symbol, or logo that is
18 a copy or colorable imitation of, incorporates, or is confusingly similar to the
19 CHANEL Marks;

20 c. Implying Chanel's approval, endorsement, or sponsorship of, or
21 affiliation or connection with, Defendants' items, goods, services, or commercial
22 activities or passing off Defendants' business as that of Chanel;

23 d. Representing or implying that Defendants are in any way
24 sponsored by, affiliated with, or licensed by Chanel;

25 e. Challenging or interfering with the validity of Chanel's
26 ownership or registration of the CHANEL Marks; and
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1 f. Knowingly assisting, inducing, aiding, or abetting any other
2 person or business entity in engaging in or performing any of the activities referred
3 to in Paragraphs 2a. to 2.e. above.

4 2. Ownership and Validity of the CHANEL Marks. Chanel is the
5 exclusive owner of the CHANEL Marks, and such marks are valid and protectable.

6 3. Violation of this Permanent Injunction. Should Defendants or any one
7 of them materially violate any provision of this Permanent Injunction, materially fail
8 to comply with any of the obligations contained in this Permanent Injunction, or
9 make any material error or omission in any of the representations contained in this
10 Permanent Injunction, and if such violation is not curable or, if after notice of the
11 violation(s) by Chanel, Defendants fail to cure the same within five (5) business
12 days of notice, Chanel shall be entitled to pursue claims for breach and seek
13 remedies for contempt including all relief under 18 U.S.C. § 401, *et. seq.* Prior to
14 seeking a finding of contempt based on a failure to comply with any of the curable
15 obligations of this Permanent Injunction, Chanel shall first provide Defendants with
16 notice of the violation and Defendants with five (5) business days to cure. Chanel
17 shall not be obligated to provide notice of any errors or omissions in any of the
18 representations before seeking contempt. Further, following its initial notice to cure,
19 Chanel shall not be obligated to provide notice of any subsequent violations of the
20 Permanent Injunction to Defendants before seeking a finding of contempt.

21 None of Defendants shall challenge the issuance or entry of this Permanent
22 Injunction, its validity, or Defendants' understanding of or knowledge of the terms
23 of this Permanent Injunction. Further, should a Court find Defendants or any one of
24 them in contempt of this Permanent Injunction none of Defendants shall challenge
25 Chanel's rights to any of the relief identified above.

26 4. Binding Effect. This Permanent Injunction shall be binding upon and
27 inure to the benefit of the parties and all successors, assigns, officers, affiliated
28 companies, directors, members, agents, and other persons who are in active concert

or participation with anyone described herein, who receive actual notice of this Permanent Injunction by personal service or otherwise.

5. Continuing Jurisdiction. This Court shall retain jurisdiction to enforce this Permanent Injunction and the parties' agreements made herein.

6. No Territorial Limit. This Permanent Injunction shall be enforceable against any of Defendants for any acts that violate this Permanent Injunction that occur inside and/or outside of the United States of America.

7. Waiver of Appellate Rights. This Permanent Injunction is not appealable.

Dated: July 5, 2024

By /s/Paul A. Bost

Jill M. Pietrini

Theodore C. Max

Paul A. Bost

Attorneys for Plaintiff CHANEL, INC.

Dated: July 5, 2024

By /s/Joseph Trojan

R. Joseph Trojan

Attorney for Defendant GOOD FASTENER LLC

Dated: July 5, 2024

/s/Joseph Trojan

R. Joseph Trojan

Attorney for Defendant CHERI LIU

Dated: July 5, 2024

/s/Joseph Trojan

R. Joseph Trojan

Attorney for Defendant JUSTIN OH

SO ORDERED.

Date: July 08, 2024



Honorable Mónica Ramírez Almadani
United States District Judge

SMRH:4854-8054-6883.4